

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 40	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE February 26, 2012		4. ORDER NUMBER		5. SOLICITATION NUMBER SRB10011Q0101	
7. FOR SOLICITATION INFORMATION CALL		a. NAME Nebojsa Stosic				b. TELEPHONE NUMBER (No collect calls) 011/306-4822	
9. ISSUED BY American Embassy Belgrade Kneza Milosa 50 11000 Belgrade Serbia		CODE		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: SIZE STD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO See block 9		CODE		16. ADMINISTERED BY American Embassy Belgrade Budget & Fiscal			
17a. CONTRACTOR/OFFEROR CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY American Embassy Belgrade Budget & Fiscal			
TELEPHONE NO.		17b. <input type="checkbox"/> CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER					
18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM							
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
1	Serbian language instruction - Base year			750	60 min		
2	Serbian language instruction - First Option Year			750	60 min		
3	Serbian language instruction - Second Option Year			750	60 min		
4	Serbian language instruction - Third Option Year			750	60 min		
5	Serbian language instruction - Fourth Option Year			750	60 min		
(Use Reverse and/or Attach Additional Sheets as Necessary)							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. <input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
38. S/R ACCOUNT NO.	39. S/R VOUCHER NO.	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (PRINT)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42b. RECEIVED AT (Location)		
			42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS

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SECTION 1 - THE SCHEDULE

CONTINUATION TO SF-1449 COVER PAGE, RFQ NUMBER SRB10011Q0101
PRICES, BLOCK 23 & BLOCK 20

A. PRICE AND PAYMENT

A.1.1 This is an indefinite quantity, indefinite delivery type contract. The Contractor shall provide individual and/or group Serbian language classes. Sessions shall be 60 minutes in length and shall be scheduled between Monday and Friday 09:00 to 17:00 both at the U.S. Embassy, Kneza Milosa 50, Belgrade for the students identified in C.1.1, and at Tolstojeva 54, Belgrade for the students identified in C.1.2. No more than 5 students will be part of any class, unless mutually agreed upon by the Contractor and the Government.

A.1.2 PRICES

A.1.2.1 Base Year

Service	Price per class	Unit	Estimated number of classes	Total
Serbian language classes as specified in C.1.1		60 minute class	650	
Serbian language classes as specified in C.1.2		60 minute class	100	
BASE YEAR TOTAL				

A.1.2.2 First Option Year

Service	Price per class	Unit	Estimated number of classes	Total
Serbian language classes as specified in C.1.1		60 minute class	650	
Serbian language classes as specified in C.1.2		60 minute class	100	
FIRST OPTION YEAR TOTAL				

A.1.2.3 Second Option Year

Service	Price per class	Unit	Estimated number of classes	Total
Serbian language classes as specified in C.1.1		60 minute class	650	
Serbian language classes as specified in C.1.2		60 minute class	100	
SECOND OPTION YEAR TOTAL				

A.1.2.3 Third Option Year

Service	Price per class	Unit	Estimated number of classes	Total
Serbian language classes as specified in C.1.1		60 minute class	650	
Serbian language classes as specified in C.1.2		60 minute class	100	
THIRD OPTION YEAR TOTAL				

A.1.2.3 Fourth Option Year

Service	Price per class	Unit	Estimated number of classes	Total
Serbian language classes as specified in C.1.1		60 minute class	650	
Serbian language classes as specified in C.1.2		60 minute class	100	
FOURTH OPTION YEAR TOTAL				

A.1.2.4 Contract Total

Base Year	
First Option Year	
Second Option Year	
Third Option Year	
Fourth Option Year	
CONTRACT GRAND TOTAL (Base year + First Option Year + Second Option Year + Third Option Year + Fourth Option Year)	

A.2 PAYMENT

A.2.1 Payments will be effected upon receipt of monthly cumulative invoice as verified and approved by the COR and after completion of the Government administrative procedure.

- a) Payments under this contract will be due on the 30th calendar day after either: (1) The date of receipt of a proper invoice in the designated payment office, or (2) The date the services are accepted by the Government, whichever is later.
- b) Payment is made as of the date the Government issues the check or effects the wire transfer.
- c) The designated Government payment office for this contract is shown in Block 18a of Standard Form 1449, "SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS,"
- d) Payment shall be made in local currency.

Advance payment is not allowed.

A.2.2 Invoices

- (a) A proper invoice must include the following information and be certified (signed by an appropriate company officer):
 - 1) Contractor's name and mailing address (for payments by checks) or Contractor's name and bank account information (for payments by wire transfers).
 - 2) Invoice date.
 - 3) Contract number.
 - 4) Description of the charges (itemized list of the services).
 - 5) Quantities of items delivered (if applicable).

- 6) Unit prices, if any, and total invoice price.
- 7) Payment terms and such other documentation or information required by this contract.
- 8) Name, signature, title, and telephone number of the Contractor's officer who certified the invoice.

(b) If an invoice does not contain the above information, the Government reserves the right to reject the invoice as improper and return it to the Contractor within 7 calendar days. The Contractor must then submit a proper invoice.

(c) The Contractor shall submit invoices for payment in the proper amount to the following address:

U.S. Embassy
B&F
Kneza Milosa 50
11000 Belgrade
Serbia

A.2.3 FAR 52.232-25 PROMPT PAYMENT (OCT 2008)

The Prompt Payment Act applies to all U.S. Government contracts with domestic or foreign contractors and regardless of place of performance.

B. DEFINITIONS

"COR" means Contracting Officer's Representative; see FAR 52.212-4 Contract Terms and Conditions – Commercial Items, in Section 2.

"Government" means the United States Government unless otherwise stated.

C. PERFORMANCE WORK STATEMENT

C.1.1 At the Embassy in Kneza Milosa 50, the Contractor shall provide Serbian language instruction to adult students at a broad range of proficiency levels, from beginner to advanced. At the beginner level, instruction shall focus on learning the Serbian alphabets, basic grammar and vocabulary, and basic expressions. At the intermediate and advanced levels, instruction shall develop speaking, listening and reading skills in a professional context, to permit comprehension of relevant media and face-to-face conversation. Content areas include political and economic fields, culture, general interest and other topics typically found in mass-media publications for the foreign language speaking public. Instruction shall also include job relevant language terminology and usage of the designated field of interest. No more than 5 students will be part of any class for lessons provided at this location. Instruction shall be based on proficiency,

communication, and academic principles as used in foreign language learning institutions identified below.

- Department of State, Foreign Service Institute (see Attachment 2).

C.1.2 At Tolstojeva 54, the Contractor shall provide Serbian language instruction to adult students at the beginner level to include learning the Serbian alphabets, basic grammar and vocabulary, and basic expressions. The Contractor shall develop the instruction to include the development of speaking, listening, and reading skills to permit comprehension to allow for basic daily face-to-face conversation in Serbian. All instruction may also include job relevant language terminology and usage of the designated field of interest. No more than 5 students will be part of any class for lessons provided at this location. Instruction shall be based on proficiency, communication, and academic principles as used in foreign language learning institutions identified as levels S-1 and R-1 elementary proficiency as shown in Attachment 2.

C.2 PERIOD OF PERFORMANCE

Classes shall be given Monday through Friday at the U.S. Embassy, Kneza Milosa 50, Belgrade and at Tolstojeva 54, Belgrade, between 09:00 and 17:00. The term of the contract shall commence on the date indicated in Block 3 of the Form SF-1449 and continue for a period of 12 months with four one-year options to renew.

C.3.CONTRACTOR FURNISHED PROPERTY

C.3.1 The Contractor shall provide all instructional materials including texts, class exercises, handouts, audio-visual media and tests.

C.3.2 Reserved.

C.3.3 Reserved.

C.3.4 The Contractor shall provide qualified instructor(s), who are well versed in all topics to be covered, capable of answering in-depth questions on each topic, will provide the required training in a classroom setting, based on the schedule of training modules or lessons and the objectives and goals for that training.

C.3.5 The Contractor shall provide instructor supervisor(s) who will supervise the performance of work under the contract, and who will perform quality assurance in meeting the objectives and goals for that training. Performance of individual contractors will be measured by standardized written/oral testing, administered periodically to track student development, and training outcomes.

C.3.6 The Contractor shall provide other required classroom materials such as newspapers, magazines, or photocopied materials in Serbian for use by students in exercises or testing.

C.4 SPECIFIC TASKS

The contractor shall provide instructional Serbian Language Training services at the firm fixed prices shown in this contract. The objective of each training module or lesson is to prepare all students as efficiently and effectively as possible to accomplish the goals of the training.

C.4.1 GOALS OF FOREIGN LANGUAGE TRAINING

The goal of training is to provide the student with the skills and knowledge necessary to rapidly reach the desired level of performance as identified in the training modules or lessons identified below:

C.4.1.1 GOALS FOR GROUPS IDENTIFIED IN C.1.1

(a) ORAL RECOGNITION AND RESPONSE MODULE, LESSON 1, SOCIAL CONVERSATION MODULE

When engaged in social conversation, the student will be able to communicate with the Serbian speaking public, carrying on an appropriately worded and pronounced dialogue in the correct dialect and grammar. At least 85% of the students tested in each class shall be able to answer correctly at least 90% of the selected vocabulary questions when used in conversational exchange.

(b) READING COMPREHENSION MODULE, LESSON 2, TRANSLATION, SUMMARIZATION, AND RESPONSE SELECTION

After reading communications, messages, or letters written in Serbian, the student will be able to comprehend, translate, and correctly summarize the purpose and content of the written communication that was provided. The student must be able to translate the requested information or pre-planned reply, and prepare a written response to the selected communication. At least 75% of the students completing the training shall correctly recognize, comprehend, and summarize the written communication, and to translate the correct response to the written communication at least 85% of the time.

C.4.1.2 GOALS FOR GROUPS IDENTIFIED IN C.1.2

(a) ORAL RECOGNITION AND RESPONSE MODULE, LESSON 1, RECEPTION AND INITIAL CONTACT

When addressed in Serbian, the student will be able to recognize designated commonly encountered phrases and questions with the Serbian speaking public. The student must then respond appropriately, providing acceptably worded and pronounced verbal responses, answering the questions asked, or providing information as needed. At least 90% of the students completing training will be able to recognize and respond appropriately to at least 95% of the selected vocabulary, in 95% of the occurrences in which the selected vocabulary is presented.

(b) READING COMPREHENSION MODULE, , LESSON 2, RECOGNITION AND SUBJECT MATTER COMPREHENSION

The student will be able to recognize designated key phrases or questions in Serbian, from the selected vocabulary when reading written communication or letters. The student must

then respond appropriately, providing the requested information by selecting the correct reply, or by properly identifying the functional organization whom the written communication was intended. At least 85% of the students completing training for each class will be able to comprehend and appropriately respond to or determine the intended addressee for at least 90% of the written communications in which the selected vocabulary is presented.

C.5.1 STUDENT TESTING

The Contractor shall administer tests on knowledge and proficiency as a required element of evaluating the student's progress in the training module or lesson. The Contractor shall provide these tests periodically to:

- determine the student's progress in training;
- identify areas of weakness where supplemental training may be needed; and,
- quantify the student's then-current level of knowledge and proficiency.

C.5.2 STUDENT PROGRESS DOCUMENTATION AND TRAINING RECOMMENDATIONS

The Contractor's instructor(s) shall be responsible for documenting each student's progress in training, and for preparing a training recommendation for each student. The student's progress will be reported to the student every six weeks.

C.5.3 STUDENT COUNSELING

The Contractor's instructor(s) shall be responsible for counseling each student in the student's performance, and for preparing and discussing with the student any corrective actions which may assist the student in the improvement of their performance.

D. PERFORMANCE REQUIREMENTS SUMMARY.

D.1 The Performance Requirements Summary is provided as attachment 3.

D.2 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Contracting Officer's Representative (see clause 652.242-70 in Section 2 Addendum) will provide specific guidance and answer questions relative to the requirement described in paragraph D.1, above.

E. QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP).

E.1 This plan is designed to provide an effective surveillance method to promote effective contractor performance. The QASP provides a method for the Contracting Officer's Representative (COR) to monitor contractor performance, advise the contractor of unsatisfactory

performance, and notify the Contracting Officer of continued unsatisfactory performance. The contractor, not the Government, is responsible for management and quality control to meet the terms of the contract. The role of the Government is to conduct quality assurance to ensure that contract standards are achieved.

Performance Objective	Work Requirements Para	Performance Threshold
Individual and/or group Serbian language classes	All paragraphs in Section 1	All required services are performed and no more than one (1) customer complaint is received per month.

E.1.1 SURVEILLANCE. The COR will receive and document all complaints from Government personnel regarding the services provided. If appropriate, the COR will send the complaints to the Contractor for corrective action.

E.1.2 STANDARD. The performance standard is that the Government receives no more than one (1) customer complaint per month. The COR shall notify the Contracting Officer of the complaints so that the Contracting Officer may take appropriate action to enforce the inspection clause (FAR 52.212-4, Contract Terms and Conditions-Commercial Items), if any of the services exceed the standard.

E.1.3 PROCEDURES.

- (a) If any Government personnel observe unacceptable services, either incomplete work or required services not being performed they should immediately contact the COR.
- (b) The COR will complete appropriate documentation to record the complaint.
- (c) If the COR determines the complaint is invalid, the COR will advise the complainant. The COR will retain the annotated copy of the written complaint for his/her files.
- (d) If the COR determines the complaint is valid, the COR will inform the Contractor and give the Contractor additional time to correct the defect, if additional time is available. The COR shall determine how much time is reasonable.
- (e) The COR shall, as a minimum, orally notify the Contractor of any valid complaints.
- (f) If the Contractor disagrees with the complaint after investigation of the site and challenges the validity of the complaint, the Contractor will notify the COR. The COR will review the matter to determine the validity of the complaint.
- (g) The COR will consider complaints as resolved unless notified otherwise by the complainant.
- (h) Repeat customer complaints are not permitted for any services. If a repeat customer complaint is received for the same deficiency during the service period, the COR will contact the Contracting Officer for appropriate action under the Inspection clause.

F. MINIMUM AND MAXIMUM ORDERS

For each year of the contract, the U.S. Government guarantees a minimum order of 200 classes. The maximum number of classes ordered under each year of the contract shall not exceed 750 classes.

G. CANCELLATION POLICY

The contractor shall be reimbursed the full cost of a class if it is cancelled less than 72 hours in advance.

Attachment 1

GOVERNMENT-FURNISHED PROPERTY AND INFORMATION

The Government shall provide the classrooms and the following equipment and supplies:

- desks and chairs
- whiteboards
- audio-visual equipment
- textbooks and dictionaries

Attachment 2

PROFICIENCY, COMMUNICATION, AND ACADEMIC PRINCIPLES**SPEAKING PROFICIENCY**

(1) **S-0, No Practical Speaking Proficiency**—Is unable to function in the spoken language. Oral production is limited to occasional isolated words. Has essentially no communicative ability.

(2) **S-0+, Memorized Proficiency**—Is able to satisfy immediate needs using rehearsed utterances. Shows little real autonomy of expression, flexibility, or spontaneity. Can ask questions or make statements with reasonable accuracy only with memorized utterances or formulae. Attempts at creating speech are usually unsuccessful. The individual's vocabulary is usually limited to areas of immediate survival needs. An individual can usually differentiate between most significant sounds when produced in isolation, but when combined in words or groups of words, errors may be frequent. Even with repetition, communication is severely limited with people who are used to dealing with foreigners. Stress, intonation, tone, etc., are usually quite faulty.

(3) **S-1, Elementary Proficiency**—Is able to satisfy minimum courtesy requirements and maintain very simple face-to-face conversations on familiar topics. A native speaker must often use slowed speech, repetition, paraphrase, or a combination of these to be understood by an individual with an S-1 proficiency. Similarly, the native speaker must strain and employ real-world knowledge to understand simple statements or questions from this individual. This speaker has a functional, but limited proficiency. Although misunderstandings are frequent, the individual is able to ask for help and to verify comprehension of native speech in face-to-face interaction. The individual is unable to produce continuous discourse except with rehearsed material.

(4) **S-1+ Elementary Proficiency, Plus**—Can initiate and maintain predictable face-to-face conversations and satisfy limited social demands. However, he or she may have little understanding of the social conventions of conversation. The interlocutor is, generally, required to strain and employ real-world knowledge to understand some simple speech. The speaker, at this level, may hesitate and may have to change subjects due to lack of language resources. Range and control of the languages are limited. Speech largely consists of a series of short, discrete utterances.

(5) **S-2, Limited Working Proficiency**—Is able to satisfy routine social demands and limited work requirements. Can handle routine work-related interactions that are limited in scope. In more complex and sophisticated work-related tasks, language usage, generally, disturbs the native speaker. Can handle with confidence, but not with facility, most normal, high-frequency social conversational situations including extensive, but casual conversations about current events, as well as work, family, and autobiographical information. The individual gets the gist of most everyday conversations, but has some difficulty understanding native speakers in situations that require specialized or

sophisticated knowledge. The individual's utterances are minimally cohesive. Linguistic structure is usually not very elaborate and not thoroughly controlled; errors are frequent. Vocabulary use is appropriate for high-frequency utterances, but unusual or imprecise elsewhere.

(6) **S-2+ Limited Working Proficiency, Plus**—Is able to satisfy most work requirements with language usage that is often, but not always, acceptable and effective. The individual shows considerable ability to communicate effectively on topics relating to particular interests and special fields of competence. Often shows a high degree of fluency and ease of speech, yet when under tension or pressure, his or her ability to use the language effectively may deteriorate. Comprehension of normal native speech is typically near complete. The individual may miss cultural and local references and may require a native speaker to adjust to his or her limitations in some ways. Native speakers often perceive the individual's speech to contain awkward or inaccurate phrasing of ideas, mistaken time, space, and person references, or to be in some way inappropriate, if not strictly incorrect.

(7) **S-3, General Professional Proficiency**—Is able to speak the language with sufficient structural accuracy and vocabulary, in order to participate effectively in most formal and informal conversations on practical, social, and professional topics. Nevertheless, the individual's limitations, generally, restrict the professional contexts of language use to matters of shared knowledge and/or international convention. Discourse is cohesive. The individual uses the language acceptably, but with some noticeable imperfections; yet errors virtually never interfere with understanding and rarely disturb the native speaker. The individual can effectively combine structure and vocabulary to convey his or her meaning accurately. The individual speaks readily and fills pauses suitably. In face-to-face conversation with natives speaking the standard dialect at a normal rate of speech, comprehension is quite complete. Although cultural references, proverbs, and the implications of nuances and idiom may not be fully understood, the individual can easily repair the conversation. Pronunciation may be obviously foreign. Individual sounds are accurate; but stress, intonation, and pitch control may be faulty.

(8) **S-3+ General Professional Proficiency, Plus**—Is often able to use the language to satisfy professional needs in a wide range of sophisticated and demanding tasks. Despite obvious strengths, may exhibit some hesitancy, uncertainty, effort, or errors which limit the range of language-use tasks that can be reliably performed. Typically, there is particular strength in fluency and one or more, but not all, of the following: breadth of lexicon, including low- and medium-frequency items, especially socio-linguistic/cultural references and nuances of close synonyms; structural precision, with sophisticated features that are readily, accurately, and appropriately controlled (such as complex modification and embedding in Indo-European languages); discourse competence in a wide range of contexts and tasks, often matching a native speaker's strategic and organizational abilities and expectations. Occasional patterned errors occur in low frequency and highly complex structures.

(9) **S-4 Advanced Professional Proficiency**—Is able to use the language fluently and accurately on all levels, normally, pertinent to professional needs. The individual's

language usage and ability to function are fully successful. Organizes discourse well, using appropriate rhetorical speech devices, native cultural references, and understanding. Language ability only rarely hinders him or her in performing any task requiring language; yet, the individual would seldom be perceived as a native. Speaks effortlessly and smoothly, and is able to use the language with a high degree of effectiveness, reliability, and precision for all representational purposes within the range of personal and professional experience and scope of responsibilities. Can serve as an informal interpreter in a range of unpredictable circumstances. Can perform extensive, sophisticated language tasks, encompassing most matters of interest to well-educated native speakers, including tasks which do not bear directly on a professional specialty.

(10) S-4+ Advanced Professional Proficiency, Plus

Speaking proficiency is regularly superior in all respects, usually equivalent to that of a well-educated, highly articulate native speaker. Language ability does not impede the performance of any language-use task. However, the individual would not necessarily be perceived as culturally native.

(11) S-5 Native or Bilingual Proficiency—Speaking proficiency is functionally equivalent to that of a highly articulate well-educated native speaker and reflects the cultural standards of the country where the language is natively spoken. The individual uses the language with complete flexibility and intuition, so that speech on all levels is fully accepted by well-educated native speakers in all of its features, including breadth of vocabulary and idiom, colloquialisms, and pertinent cultural references. Pronunciation is typically consistent with that of well-educated native speakers of a non-stigmatized dialect.

READING PROFICIENCY

(1) R-0 No Practical Reading Proficiency—Has no practical reading proficiency.

(2) R-0+ Memorized Proficiency—Can recognize all the letters in the printed version of an alphabetic system and high-frequency elements of a syllabary or a character system. Is able to read some or all of the following: numbers, isolated words and phrases, personal and place names, street signs, and/or office and shop designations; the above is often interpreted inaccurately. Unable to read connected prose.

(3) R-1 Elementary Proficiency—Has sufficient comprehension to read very simply connected written material in a form equivalent to usual printing or typescript. Can read either representations of familiar formulaic verbal exchanges or simple language containing only the highest frequency structural patterns and vocabulary, including shared international vocabulary items and cognates (when appropriate). Is able to read and understand known language elements that have been recombined in new ways to achieve different meanings at a similar level of simplicity. Texts may include simple narratives of routine behavior; highly predictable descriptions of people, places, or things; and explanations of geography and government such as those simplified for tourists. Some misunderstandings are possible on simple texts. Can get some main ideas and locate

prominent items of professional significance in more complex texts. Can identify general subject matter in some authentic texts.

(4) **R-1+ Elementary Proficiency, Plus**—Has sufficient comprehension to understand simple discourse in printed form for informative social purposes. Can read material such as announcements of public events, simple prose containing biographical information or narration of events, and straightforward newspaper headlines. Can guess at unfamiliar vocabulary if highly contextualized, but has difficulty with unfamiliar contexts. Can get some main ideas and locate routine information of professional significance in more complex texts. Can follow essential points of written discussion at an elementary level on topics in his or her special professional field.

(5) **R-2 Limited Working Proficiency**—Has sufficient comprehension to read simple, authentic written material in a form equivalent to usual printing or typescript on subjects within a familiar context. Is able to read with some misunderstandings straightforward, familiar, factual material, but in general, insufficiently experienced with the language to draw inferences directly from the linguistic aspects of the text. Can locate and understand the main ideas and details in material written for the general reader. However, persons who have professional knowledge of a subject may be able to summarize or perform sorting and locating tasks with written texts that are well beyond their general proficiency level. The individual can read uncomplicated, but authentic prose on familiar subjects that are normally presented in a predictable sequence which aids the reader in understanding the prose.

Texts may include descriptions and narration in contexts such as news items describing frequently occurring events, simple biographical information, social notices, formulaic business letters, and simple technical material written for the general reader. Generally, the prose that can be read by the individual is predominantly in straightforward or high frequency sentence patterns. The individual does not have a broad active vocabulary, but is able to use contextual and real-world cues to understand the text. Characteristically, however, the individual is quite slow in performing such a process. He or she is typically able to answer factual questions about authentic texts of the types described above.

(6) **R-2+ Limited Working Proficiency, Plus**—Has sufficient comprehension to understand most factual material in non-technical prose as well as some discussions on concrete topics related to special professional interests. Is markedly more proficient at reading materials on a familiar topic. Is able to separate the main ideas and details from lesser ones and uses that distinction to advance his or her understanding of the material. The individual is able to use linguistic context and real-world knowledge to make sensible guesses about unfamiliar material. Has a broad active reading vocabulary. The individual gets the gist of main and subsidiary ideas in texts which could only be read thoroughly by persons with much higher proficiencies. Weaknesses include slowness, uncertainty, and inability to discern nuance and/or intentionally disguised meaning.

(7) **R-3 General Professional Proficiency**—Is able to read within a normal range of speed and with almost complete comprehension a variety of authentic prose material on

unfamiliar subjects. Reading ability is not dependent on subject matter knowledge, although it is not expected that the individual can comprehend thoroughly subject matter which is highly dependent on cultural knowledge or which is outside his or her general experience and not accompanied by explanation. Text-types include news stories similar to wire service reports or international news items in major periodicals, routine correspondence, general reports, and technical material in his or her professional field; all of these may include hypothesis, argumentation, and supported opinions. Misreading is rare. Is almost always able to interpret material correctly, relate ideas, and “read between the lines” (that is, he or she understands the writers’ implicit intents in texts of the above types). He or she gets the gist of more sophisticated texts, but may be unable to detect or understand subtlety and nuance. Rarely has to pause over or reread general vocabulary. However, may experience some difficulty with unusually complex structure and low frequency idioms.

(8) **R-3+ General Professional Proficiency, Plus**—Can comprehend a variety of styles and forms pertinent to professional needs. Rarely misinterprets such texts, or rarely experiences difficulty relating ideas or making inferences. Is able to comprehend many social linguistic and cultural references. However, may miss some nuances and subtleties. Is able to comprehend a considerable range of intentionally complex structures, low frequency idioms, and uncommon connotative intentions; however, accuracy is not complete. The individual is typically able to read with facility, understand, and appreciate contemporary expository, technical, or literary texts which do not rely heavily on slang and unusual idioms.

(9) **R-4 Advanced Professional Proficiency**—Is able to read fluently and accurately all styles and forms of the language pertinent to professional needs. The individual’s experience with the written language is extensive enough that he or she is able to relate inferences in the text to real-world knowledge and understand almost all social linguistic and cultural references. Is able to “read beyond the lines” (that is, to understand the full ramifications of texts as they are situated in the wider cultural, political, or social environment). Is able to read and understand the intent of writers’ use of nuance and subtlety. The individual can discern relationships among sophisticated written materials in the context of broad experience. Can follow unpredictable turns of thought readily in, for example, editorial, conjectural, and literary texts in any subject matter area directed to the general reader. Can read essentially all materials in his or her special field, including official and professional documents and correspondence. Recognizes all professionally relevant vocabularies known to the educated non-professional native, although he or she may have some difficulty with slang. Can read reasonably legible handwriting without difficulty. Accuracy is often nearly that of a well-educated native reader.

(10) **R-4+ Advanced Professional Proficiency, Plus**—Has a nearly native ability to read and understand extremely difficult or abstract prose, a very wide variety of vocabulary, idioms, colloquialisms, and slang. Has a strong sensitivity to and understanding of sociolinguistic and cultural references. Has little difficulty in reading less than fully legible handwriting. Has a broad ability to “read beyond the lines” (that is, to understand the full ramifications of texts as they are situated in the wider cultural, political,

or social environment) and is nearly that of a well-read or well-educated native reader. Accuracy is close to that of the well-educated native reader, but not equivalent.

(11) **R-5 Functionally Native Proficiency**—Reading proficiency is functionally equivalent to that of the well-educated native reader. Can read extremely difficult and abstract prose; for example, general legal and technical as well as highly colloquial writings. Is able to read literary texts, typically including contemporary avant-garde prose, poetry, and theatrical writings. Can read classical or archaic forms of literature with the same degree of facility as the well-educated but non-specialist native. Reads and understands a wide variety of vocabulary and idioms, colloquialisms, slang, and pertinent cultural references. With varying degrees of difficulty, can read all kinds of handwritten documents. Accuracy of comprehension is equivalent to that of a well-educated native reader.

Attachment 3

Foreign Language Training Performance Requirements Summary

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	PERFORMANCE MEASUREMENT
Listening Proficiency: Oral Recognition and Response Module, Lesson 1	At least 85% of the students tested in each class shall be able to answer correctly at least 90% of the selected vocabulary questions when used in conversational exchange.	Performance will be measured by standardized oral testing, administered periodically to track student development, and training outcomes.
Reading Comprehension: Reading Comprehension Module, Lesson 2	At least 75% of the students tested in each class will correctly comprehend, summarize, and translate the correct response to the written communication in at least 85% of the written communications presented	Performance will be measured by standardized written testing, administered periodically to track student development, and training outcomes.
Quality of Supervision : 4.4 Instructor Supervision.	COR shall receive no more than 1 valid complaint concerning quality of instruction, received during a one month period.	Review complaint logs, review quality control activities and results, observation, and Government-conducted customer survey.
Documentation and Reporting Requirements: 5.1.3 Student Testing: Administer standardized tests, gather required information on testing results, and analyze results.	Each report containing statistical or required information is accurately prepared and presented. At least 90% of the information gathered must be relevant and accurate.	Review records and reports, randomly verify testing procedures, observation, and detailed analysis.
5.1.4 Student Progress Documentation and Training Recommendations.	No more than 75% of the student progress reports required during the reporting period were received late or were missing.	Review operational logs, data bases, statistics, or through observation.
Student Counseling: 5.1.5 Counsel students on performance and recommending corrective actions, if required.	At least 90% of the students assigned, and all students considered in danger of failing proficiency tests, will receive counseling each week.	Review records and contact reports, randomly verify through student surveys, observation, and individual interviews.

SECTION 2 - CONTRACT CLAUSES

FAR 52.212-4, Contract Terms and Conditions -- Commercial Items (JUN 2010), is incorporated by reference. (See SF-1449, block 27a).

ADDENDUM TO 52.212-4

None

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (AUG 2011)

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- (1) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).
 - (2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate]

	<i>Clause Number and Title</i>
	(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006) with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402). <i>[Check if order exceeds \$100,000]</i>
	(2) – (14) [Reserved].
	(15) 52.222-19, Child Labor – Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126). <i>[Check if order is for supplies and exceeds the micro-purchase threshold]</i>
	(16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(17) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the

	Vietnam Era, and Other Eligible Veterans (SEP 2010) (38 U.S.C. 4212). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(19) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793). <i>[Check if the following apply: for supplies, the order exceeds \$10,000 and is awarded to a U.S. firm. For services, the order exceeds \$10,000 and is awarded to a U.S. firm whose employees who will be performing the work were recruited within the U.S.]</i>
	(20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010) (38 U.S.C. 4212). <i>[Check if you have included the clause 52.222-35]</i>
	(21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201). <i>[check if over \$100,000]</i>
	(22) – (24) [Reserved].
	(25) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). <i>[Check if the order is for supplies and the amount exceeds \$169,000]</i>
X	(26) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury). <i>[Check if the order is for either supplies or services and the amount exceeds the micro-purchase threshold, <u>unless</u> authorized by OFAC]</i>
	(27) – (30) [Reserved].
	(31) 52.232-33, Payment by Electronic Funds Transfer – Central Contractor Registration (OCT 2003) (31 U.S.C. 3332). <i>[Check if payment will be made by EFT and the contractor has registered in the CCR]</i>
X	(32) 52.232-34, Payment by Electronic Funds Transfer – Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332). <i>[Check if payment will be made by either EFT or other means, e.g., check, and the contractor has not registered in the CCR]</i>
	(33) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332). <i>[Check if payment will be made by a third party, e.g., purchase card]</i>
	(34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a). <i>[Check if the order is for information technology which requires security of information technology, and/or is for the design, development, or operation of a system of records using commercial information technology services or support services]</i>
	(35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). <i>[Check if the order is for supplies that may involve ocean transportation: at least 50% of the gross tonnage must be transported on privately owned U.S.-flag commercial vessels to the extent that such vessels are available at rates that are fair and reasonable for U.S.-flag commercial vessels]</i>
	(ii) Alternate I (APR 2003) of 52.247-64. <i>[Check if 100% of the supplies will be transported on privately owned U.S.-flag commercial vessels]</i>

(c) [Reserved]

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) *[This paragraph applies only if award is made to a U.S. firm]* Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause –

(i) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2010) (E.O. 13201).

(vi) [Reserved].

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

**ADDENDUM TO CONTRACT CLAUSES
FAR AND DOSAR CLAUSES NOT PRESCRIBED IN PART 12**

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far> or, <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Dept. of State Acquisition Website at <http://www.statebuy.state.gov> to see the links to the FAR. You may also use a network "search engine" (e.g., Yahoo, Excite, Alta Vista, etc.) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference:

Clause	<u>Title and Date</u>
52.225-14	Inconsistency between English Version and Translation of Contract (FEB 2000)
52.228-4	Workers' Compensation and War-Hazard Insurance Overseas (APR 1984)
52.228-5	Insurance - Work on a Government Installation (JAN 1997)

The following FAR clauses are provided in full text:

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through base period or option periods if exercised.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic

commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than 10 classes, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of 104 classes;
- (2) Any order for a combination of items in excess of 520 classes; or
- (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirement clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

((d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within one days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to

that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year beyond the contract's effective period.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the performance period of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within the performance period of the contract or within 30 days after funds for the option year become available, whichever is later.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR. (APR 1984)

Funds are not presently available for performance under this contract beyond September 30 of the current calendar year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30 of the current calendar year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form).

As prescribed in [49.502\(a\)\(1\)](#), insert the following clause:

TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984)

The Contracting Officer, by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the rights, duties, and obligations of the

parties, including compensation to the Contractor, shall be in accordance with [Part 49](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

Alternate I (Apr 1984). If the contract is for dismantling, demolition, or removal of improvements, designate the basic clause as paragraph (a) and add the following paragraph (b):

(b) Upon receipt of the termination notice, if title to property is vested in the Contractor under this contract, it shall revert in the Government regardless of any other clause of the contract, except for property that the Contractor (a) disposed of by bona fide sale or (b) removed from the site.

52.249-8 Default (Fixed-Price Supply and Service).

As prescribed in [49.504](#)(a)(1), insert the following clause:

DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as “manufacturing materials” in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

Alternate I (Apr 1984). If the contract is for transportation or transportation-related services, delete paragraph (f) of the basic clause, redesignate the remaining paragraphs accordingly, and substitute the following paragraphs (a) and (e) for paragraphs (a) and (e) of the basic clause:

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to—

(i) Pick up the commodities or to perform the services, including delivery services, within the time specified in this contract or any extension;

(ii) Make progress, so as to endanger performance of this contract (but see paragraph (a)(2) of this clause); or

(iii) Perform any of the other provisions of this contract (but see paragraph (a)(2) of this clause).

(2) The Government’s right to terminate this contract under subdivisions (a)(1)(ii) and (iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(e) If this contract is terminated while the Contractor has possession of Government goods, the Contractor shall, upon direction of the Contracting Officer, protect and preserve the goods until surrendered to the Government or its agent. The Contractor and Contracting Officer shall agree on payment for the preservation and protection of goods. Failure to agree on an amount will be a dispute under the Disputes clause.

The following DOSAR clauses are provided in full text:

652.216-70 ORDERING - INDEFINITE-DELIVERY CONTRACT (APR 2004)

The Government shall use one of the following forms to issue orders under this contract:

- (a) The Optional Form 347, *Order for Supplies or Services*, and Optional Form 348, *Order for Supplies or Services Schedule - Continuation*; or,
- (b) The DS-2076, *Purchase Order, Receiving Report and Voucher*, and DS-2077, *Continuation Sheet*.

52.232-70 PAYMENT SCHEDULE AND INVOICE SUBMISSION (FIXED-PRICE) (AUG 1999)

(a) General. The Government shall pay the contractor as full compensation for all work required, performed, and accepted under this contract the firm fixed-price stated in this contract.

(b) Invoice Submission. The contractor shall submit invoices in an original to the office identified in Block 18b of the SF-1449. To constitute a proper invoice, the invoice shall include all the items required by FAR 32.905(e).

The contractor shall show Value Added Tax (VAT) as a separate item on invoices submitted for payment.

(c) Contractor Remittance Address. The Government will make payment to the contractor's address stated on the cover page of this contract, unless a separate remittance address is shown below:

652.237-72 OBSERVANCE OF LEGAL HOLIDAYS AND ADMINISTRATIVE LEAVE (APR 2004)

(a) The Department of State observes the following days as holidays:

New Year's Day
 Martin Luther King's Birthday
 Washington's Birthday
 Memorial Day

Independence Day
 Labor Day
 Columbus Day
 Veterans Day
 Thanksgiving Day
 Christmas Day

Any other day designated by Federal law, Executive Order, or Presidential Proclamation.

All official holidays of the Republic of Serbia.

(b) When any such day falls on a Saturday or Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by name or position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Post Language Officer.

652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACT OF 1979, AS AMENDED (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any

owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden "compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade

named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The contractor warrants the following:

(1) That is has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That is has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

SECTION 3 - SOLICITATION PROVISIONS

FAR 52.212-1, INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (JUN 2008), IS INCORPORATED BY REFERENCE. (SEE SF-1449, BLOCK 27A).

ADDENDUM TO 52.212-1

None

ADDENDUM TO SOLICITATION PROVISIONS FAR AND DOSAR PROVISIONS NOT PRESCRIBED IN PART 12

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://www.arinet.gov/far/> or <http://farsite.hill.af.mil/search.htm>

These addresses are subject to change. IF the FAR is not available at the locations indicated above, use of an Internet "search engine" (e.g., Yahoo, Infoseek, Alta Vista, etc.) is suggested to obtain the latest location of the most current FAR provisions.

The following Federal Acquisition Regulation solicitation provisions are incorporated by reference:

<u>Clause</u>	<u>Title and Date</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission of Offers in the English Language (APR 1991)

The following DOSAR provision(s) is/are provided in full text:

652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)

- (a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting officer for the respective solicitation. If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Competition Advocate, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.
- (b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the preaward and postaward phases of this acquisition. The role of the ombudsman is not to diminish the authority of the contracting officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the

appropriate Government personnel, and work to resolve them. When requested and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Interested parties are invited to contact the contracting activity ombudsman, [insert name], at [insert telephone and fax numbers]. For an American Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman. Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1680, by fax at (703) 875-6155, or write to: Department of State, Acquisition Ombudsman, Office of the Procurement Executive (A/OPE), Suite 603, SA-6, Washington, DC 20522-0602.

Acquisition Method: The Government is conducting this acquisition using the simplified acquisition procedures in Part 13 of the Federal Acquisition Regulation (FAR). If the dollar amount exceeds the simplified acquisition threshold, then the Government will be using the test program for commercial items authorized by Subpart 13.5 of the FAR.

SECTION 4 - EVALUATION FACTORS

Award will be made to the lowest priced, acceptable, responsible offeror. The quoter shall submit a completed solicitation, including Sections 1 and 5.

The Government reserves the right to reject proposals that are unreasonably low or high in price. The lowest price will be determined by multiplying the offered prices times the estimated quantities in “Prices - Continuation of SF-1449, block 23”, and arriving at a grand total, including all options.

The Government will determine acceptability by assessing the offeror's compliance with the terms of the RFQ.

The Government will determine contractor responsibility by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;
- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.
- The instructor(s) must have a university degree in either Serbian or English language and literature. The offeror must submit evidence that the proposed instructors have the required qualifications.
- The instructor(s) must have a minimum of 5 years of experience teaching Serbian as a foreign language to adults. The offeror must submit evidence that the proposed instructors have the required experience.

**ADDENDUM TO EVALUATION FACTORS
FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12**

The following FAR provisions are provided in full text:

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

FAR 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
 - For acquisitions conducted using negotiation procedures—
 - On the date specified for receipt of offers, if award is based on initial offers; otherwise
- (2) On the date specified for receipt of proposal revisions.

SECTION 5 - REPRESENTATIONS AND CERTIFICATIONS

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS – COMMERCIAL ITEMS (MAY 2011)

An offeror shall complete only paragraph (j) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (b) through (i) of this provision.

(a) [Reserved]

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) Taxpayer Identification Number (TIN).

___ TIN: _____.

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of Organization.

___ Sole Proprietorship;

___ Partnership:

___ Corporate Entity (not tax-exempt);

___ Corporate Entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____.

(5) Common Parent.

___ Offeror is not owned or controlled by a common parent;

___ Name and TIN of common parent;

Name _____.

TIN _____.

(c) – (d) [Reserved]

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) –(g) Reserved

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that

was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j)(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (j) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212–3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. [*Offeror to identify the applicable paragraphs at (b) through (i) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

Any changes provided by the offeror are applicable to this solicitation only and do not result in an update to the representations and certifications posted on ORCA.]

ADDENDUM TO REPRESENTATIONS AND CERTIFICATIONS

FAR AND DOSAR PROVISION(S) NOT PRESCRIBED IN PART 12

Defense Base Act Insurance – Covered Contractor Employees

(a) Bidders/Offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country <u>where there are no</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____
(4) Local nationals or third country nationals where contract performance takes place in a country where there <u>are</u> local workers' compensation laws		Local nationals: _____ Third Country Nationals: _____

(b) If the bidder/offeror has indicated “yes” in block (a)(4) of this provision, the bidder/offeror shall submit, as part of its offer, a statement that indicates that such local nationals and/or third country nationals will be provided workers' compensation coverage against the risk of work injury or death under a local workers' compensation law. For those employees, the bidder/offeror shall also assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(c) If the bidder/offeror has indicated “yes” in blocks (a)(1), (2), or (3) of this provision, the bidder/offeror shall compute Defense Base Act insurance costs covering those employees pursuant to the terms of the contract between the Department of State and the Department's Defense Base Act insurance carrier at the rates specified in DOSAR 652.228-74. If DOSAR provision 652.228-74 is not included in this solicitation, the bidder/offeror shall notify the contracting officer before the closing date so that the solicitation can be amended accordingly.